

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Trombone Associates, Inc. 450 Park Avenue South, New York, NY 10016		2. Registration No. 4601
3. Name of foreign principal Lufthansa German Airlines	4. Principal address of foreign principal 760 Lexington Avenue New York, NY 10022	

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☐ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Airline - International.

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

Lufthansa German Airlines is subsidized in part by the german government and also by the airlines.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A

December 2, 1991

Name and Title

Ilse Trombone, Exec. VP

Signature



U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0007
Approval Expires Nov. 30, 1993

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Name of Registrant

Trombone Assocaites, Inc.

Name of Foreign Principal

Lufthansa German Airlines

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

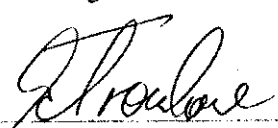
Advertising (place media, develop creative); public relations; issue press releases; set up press conferences; plan feature articles; organize fam trips; sales promotion; design and print collateral material.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Advertising (place media, develop creative); public relations; issue press releases; set up press conferences; plan feature articles; organize fam trips; sales promotion; design and print collateral material.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
December 2, 1991	Ilse Trombone, Exec. VP	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes, will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Trombone

ASSOCIATES, INC.
ADVERTISING
PUBLIC RELATIONS
EVENTS MARKETING

January 16, 1991

Ms. Claudia Gerson
Assistant Advertising Manager
Lufthansa German Airlines
750 Lexington Avenue
New York, NY 10022

Dear Claudia:

Please be advised that as of January 1, 1991, Tromson Monroe returned to the previous name of Trombone Associates, Inc., with Mario Trombone and the undersigned being the principals.

Trombone Associates, Inc. has assumed the responsibility for handling the ethnic portion of your advertising account.

We would appreciate it if you would send a brief letter to Stan Feuer, VP Finance, who is finishing the financials of Tromson Monroe for WPP, authorizing him to transfer the \$22,000 escrow fund from Tromson Monroe to Trombone Associates, Inc.

Thanks very much for your assistance.

Sincerely,

Ilse Trombone
Executive Vice President

IT/clmd



Agreement

Deutsche Lufthansa Aktiengesellschaft, Von-Gablenz-Straße 2-6, 5000 Köln 21, Deutschland, also known as Lufthansa German Airlines and

Tromson Monroe Advertising, Inc.
110 East 59th Street
New York, N.Y. 10022

hereinafter called "Agency" conclude the following agreement:

1. Scope of Services

The Agency shall render the following services in the area(s) of:

Advertising in ethnic media in the USA.

1.1. Planning and Consultation

in accordance with the basic goals set by Lufthansa, specifically:

- a Consultation in all matters of advertising and sales promotion.
- b Preparation and presentation of advertising concepts.
- c Development and presentation of advertising ideas in copy and visualization on the basis of these concepts.

1.2. Creative Process

This includes preparation of advertising copy, story boards and layouts for advertising communication devices.

1.3. Media Selection

Evaluation of all existing media research data (if possible by electronic data processing) in order to obtain the most effective and economic media plans.

1.4. Planning and Administration

The Agency shall present to Lufthansa all-encompassing campaign plans. These include cost estimates for its own and third party services in the production of advertising communication devices. They shall, furthermore, provide a media schedule showing publication dates (deadlines), format and costs. Campaign plans must be prepared in such a way as to be suitable as a basis for authorization by Lufthansa.

1.5. Production

The Agency shall produce the advertising material necessary for media advertising.

1.6. Insertion

The Agency, upon approval by Lufthansa, shall make the arrangements for placement in all the scheduled advertising media. This includes delivering of advertising material to the media in due time, supervision of orders and financial handling of orders with the media in the name of and for account of the Agency.

2. Compensation and Accounting

2.1. Charges for the advertising services (placement) shall be in accordance with the standard rates of the advertising media.

These amounts shall be charged to Lufthansa, less frequency or volume or any other kind of discounts, and less gratuities, granted by the advertising media (such charges shall hereinafter be known as the first net amount), and furthermore, the first net amount shall be reduced by the commission granted by the advertising media to the Agency (this reduced first net shall hereinafter be known as second net amount) and possible cash discounts obtained. The terms and conditions negotiated between the Agency and the respective advertising media shall apply. The Agency, in its function as trustee, shall endeavor to obtain the best possible conditions for Lufthansa.

2.2. The Agency shall prepare estimates for media costs which are to be received by Lufthansa in sufficient time to enable Lufthansa to make prepayments on these estimates and thereby afford the Agency the opportunity to obtain cash discounts which are to be credited to Lufthansa.

2.3. The Agency shall receive from Lufthansa a commission of 17,65 % of the second net amount as defined in Par. 2.1. above. The compensation for insertion orders for which the Agency does not render production or creative services, shall be stipulated by separate mutual agreement in writing.

For placements of advertisements through the Agency on the basis of the Trade Exchange Agreements (Barter), the Agency shall receive from Lufthansa a commission of 15 % of the first net amount in cash as defined in Par. 2.1. above.

2.4. When and if the Agency, on behalf of Lufthansa, enters into service agreements with third parties, these services shall be charged to Lufthansa at the original rates reduced by all rebates granted to said Agency, plus

7. 65% ~~55%~~ commission on the final net amount. The Agency, in its function as trustee, shall endeavor to obtain for Lufthansa the best possible conditions in this respect.

2.5. The charges for the production of the final art work and reproofs for advertising and sales promotion material, and other related items, are to be specified in a price list which is to be an integral part of this agreement. This price list contains also the costs per hour of those Agency employees working on the Lufthansa account.

2.6. Copy and layouts for advertising communication devices produced by the Agency and used by the advertising media which pay commission on such shall be available to Lufthansa at no charge.

2.7. If, on request of Lufthansa, the Agency develops different items from those defined in Par. 2.6., the fee for this work has to be agreed upon in advance and in writing. The costs will be based upon the price list mentioned in Par. 2.5.

2.8. Travel Expenses incurred by Agency personnel for the purpose of normal account service rendered to Lufthansa are free of charge. All other travel undertaken with special authorization of Lufthansa shall be charged according to the Lufthansa travel regulations (DV PER, travel group I). For familiarization trips, Lufthansa only provides air transportation on Lufthansa routes within limits.

3. Procedure

3.1. The Agency shall receive a written agency briefing from Lufthansa.

In accordance with this briefing, the Agency shall prepare an advertising concept and submit same for approval to Lufthansa. After this concept has been approved in writing, the Agency shall prepare and present its proposals. These proposals shall require written approval by Lufthansa for further development.

3.2. All advertising communication devices require the written authorization of Lufthansa before they are used for either production or publication. If these do not meet Lufthansa's requirements, there shall be no compensation by Lufthansa for their production costs.

3.3. Lufthansa shall have the right to inspect the Agency's methods and records of procedures used (along with any and all written instructions pertaining thereto) in obtaining services from third parties.

3.4. Directives and authorizations shall be given by the respective Lufthansa Regional Division:

and the Lufthansa Management in Cologne.

4. Cooperation, Obligations of Diligence and Secrecy

4.1. The Agency will safeguard the interests of Lufthansa to the best of its ability. Lufthansa will, on the basis of a confidential relationship, place at the Agency's disposal

all necessary market and sales data together with other essential information relevant to the Agency's services, which must be treated strictly confidentially.

4.2. The Agency, in performing its duties, shall at all times act with the prudence, wisdom, caution and diligence that an Agency experienced in this line of business would normally exercise or act in accordance with.

4.3. The Agency shall be liable and indemnify Lufthansa for all damages and losses sustained by Lufthansa as a result of willful misconduct or negligence of the Agency, its employees, agents and suppliers engaged by said Agency.

4.4. The Agency shall not render any advertising services to any other airlines, without prior written consent of Lufthansa, Cologne.

5. Copyright

5.1. Lufthansa has the exclusive copyright nationally and worldwide to all suggestions, ideas, designs and production proposals of the Agency as well as of independent consultants engaged by the Agency on behalf of Lufthansa.

5.2. Lufthansa is permitted and entitled to utilize in any way whatsoever any of the Agency's ideas even outside of and apart from the media engaged by the Agency.

5.3. The Agency shall examine the reproduction and copyrights and any other rights of third parties of any and all material produced, obtained, used and reproduced by said Agency. The Agency shall be held fully liable and shall indemnify and hold harmless Lufthansa from any and all claims of any third parties or actions arising therefrom, including but not limited to damages awarded, legal fees and all expenses arising therefrom.

6. General Conditions

6.1. This agreement shall take effect as of the date at which it has been signed by both parties. It may be terminated at any time thereafter by either party upon ninety (90) days' written notice sent by registered mail to the other party.

6.2. If the proposals required under Par. 3.1. above are rejected for cause by Lufthansa, the Agency shall be entitled to a second presentation. If this presentation is again rejected by Lufthansa, either party may terminate this agreement with immediate effect.

6.3. The general right to terminate this agreement for cause with immediate effect shall not in any way be affected by Par. 6.1. and 6.2. above.

6.4. Upon termination of this agreement, Lufthansa shall liquidate through the Agency any and all existing obligations towards third parties that were acquired and assumed herein with the approval of Lufthansa; however, any and all liquidation on the part of Lufthansa shall be limited to a period of up to 180 days only after the date of the aforesaid written notice as mentioned in Par. 6.1. It is agreed that the Agency receives its regular commission for all media advertising and production jobs executed by the Agency during that time.

6.5. The Agency and Lufthansa are obliged to cooperate after termination of this agreement to come to a reasonable arrangement should any disputes arise.

6.6. The Agency, upon termination of this agreement, shall turn over to Lufthansa all material which was in any way obtained or produced pursuant to or in connection with the work for Lufthansa, and which material is either Lufthansa's property or to which material Lufthansa has the copyright. *

6.7. Any amendments to or modifications of this agreement must be agreed upon in writing in order to be effective.

6.8. The place of trial (venue) for all disputes arising out of or connected with this agreement, shall be within the County of Nassau or New York, State of N.Y.

*providing payment has been received on all properly chargeable items.

Deutsche Lufthansa Aktiengesellschaft
Von-Gablenz-Straße 2-6
5000 Cologne 21
Germany

Agency
Tromson Monroe Advertising, Inc.

Date May 4, 1990

Date May 31, 1990

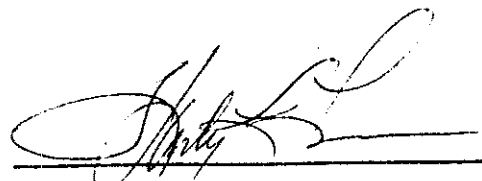
for Lufthansa at:

for Agency

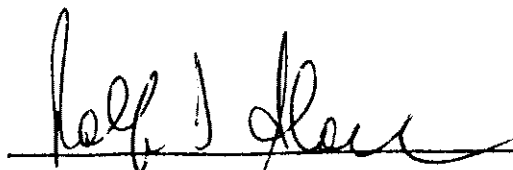
750 Lexington Ave.
New York, N.Y. 10022



Michael Diehl
Manager Marketing Services USA



Stanley L. Feuer
Vice President Finance



Rolf D. Hoehn
Vice President and
General Manager USA